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DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

8 Attorneys for Plaintiff  
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 ANGEL PERALES,

16 Defendant.

) No.

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CR 12 00654

PLEA AGREEMENT FOR DEFENDANT  
ANGEL PERALES

18  
19 1. This constitutes the plea agreement between Angel  
20 Perales ("defendant") and the United States Attorney's Office for  
21 the Central District of California ("the USAO") in the  
22 investigation of public corruption in the City of Cudahy,  
23 California. This agreement is limited to the USAO and cannot  
24 bind any other federal, state, local, or foreign prosecuting,  
25 enforcement, administrative, or regulatory authorities.

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:

28 a) Give up the right to indictment by a grand jury and,

1 at the earliest opportunity requested by the USAO and provided by  
2 the Court, appear and plead guilty to a two-count information in  
3 the form attached to this agreement as Exhibit A or a  
4 substantially similar form.

5 b) Not contest facts agreed to in this agreement and  
6 the Stipulated Statement of Factual Basis attached to this  
7 agreement as Exhibit B.

8 c) Abide by all agreements regarding sentencing factors  
9 contained in this agreement.

10 d) Appear for all court appearances, surrender as  
11 ordered for service of sentence, obey all conditions of any bond,  
12 and obey any other ongoing court order in this matter.

13 e) Not commit any crime; however, offenses that would  
14 be excluded for sentencing purposes under United States  
15 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines")  
16 § 4A1.2(c) are not within the scope of this agreement.

17 f) Be truthful at all times with Pretrial Services, the  
18 United States Probation Office, and the Court.

19 g) Pay the applicable special assessment at or before  
20 the time of sentencing unless defendant lacks the ability to pay  
21 and submits a completed financial statement (form OBD-500) to the  
22 USAO prior to sentencing.

23 h) Make restitution at or before the time of  
24 sentencing, and not seek the discharge of any restitution  
25 obligation, in whole or in part, in any present or future  
26 bankruptcy proceeding.

27 i) Pursuant to 18 U.S.C. § 3663A(a)(3), make  
28 restitution to the Federal Bureau of Investigation, in the amount

1 of \$5,000, representing the amount in undercover funds paid to  
2 defendant during the investigation of this matter.

3 THE USAO'S OBLIGATIONS

4 3. The USAO agrees to:

5 a) Not contest facts agreed to in this agreement.

6 b) Abide by all agreements regarding sentencing factors  
7 contained in this agreement.

8 c) At the time of sentencing, provided that defendant  
9 demonstrates an acceptance of responsibility for the offenses up  
10 to and including the time of sentencing, recommend a two-level  
11 reduction in the applicable Sentencing Guidelines offense level,  
12 pursuant to U.S.S.G. § 3E1.1, and recommend, if necessary,  
13 move for an additional one-level reduction if available under  
14 that section.

15 d) Other than for the offenses alleged in the two-count  
16 information attached hereto as Exhibit A, and except for criminal  
17 tax violations (including conspiracy to commit such violations  
18 chargeable under 18 U.S.C. § 371), not to prosecute defendant  
19 further for any violations of 18 U.S.C. § 666 (Theft or Bribery  
20 Concerning Programs Receiving Federal Funds), 18 U.S.C.  
21 § 1951(a)(1) (Extortion Under Color of Official Right); 18 U.S.C.  
22 § 1346 (Deprivation of Honest Services); 18 U.S.C. § 1503  
23 (Obstruction of Grand Jury Proceedings); 18 U.S.C. § 1512(b)(1)  
24 (Witness Tampering); 18 U.S.C. § 1001(a)(2) (False Statements to  
25 Government Agency); 18 U.S.C. § 242 (Deprivation of Rights Under  
26 Color of Law), or any scheme or conspiracy to commit any such  
27 offenses, arising out of defendant's conduct described in the  
28 Statement of Stipulated Factual Basis attached hereto as Exhibit

1 B. Defendant understands that (1) this non-prosecution agreement  
2 is co-extensive with the scope of the facts admitted in the  
3 Statement of Stipulated Factual Basis attached hereto as Exhibit  
4 B; and (2) the USAO is free to prosecute defendant criminally for  
5 any other unlawful past conduct or any unlawful conduct that  
6 occurs after the date of this agreement. Defendant agrees that  
7 at the time of sentencing the Court may consider the uncharged  
8 conduct in determining the applicable Sentencing Guidelines  
9 range, the propriety and extent of any departure from that range,  
10 and the sentence to be imposed after consideration of the  
11 Sentencing Guidelines and all other relevant factors under 18  
12 U.S.C. § 3553(a).

13 e) Recommend that defendant be sentenced to a term of  
14 imprisonment no higher than the low end of the applicable  
15 Sentencing Guidelines range, as determined by the Court prior to  
16 any departure downward in offense level pursuant to any section  
17 of Chapter 5 of the United States Sentencing Guidelines, and  
18 provided that the Court does not depart downward in criminal  
19 history category or offense level except to the extent that may  
20 be requested by the USAO. For purposes of this agreement, the  
21 low end of the Sentencing Guidelines range is that defined by the  
22 Sentencing Table in U.S.S.G. Chapter 5, Part A, without regard to  
23 reductions in the term of imprisonment that may be permissible  
24 through the substitution of community confinement or home  
25 detention as a result of the offense level falling within Zone B  
26 or Zone C of the Sentencing Table.

27 4. In order for defendant to be guilty of a violation of  
28 Title 18, United States Code, Section 1951(a), Attempted

1 Extortion Under Color of Official Right, as charged in count one  
2 of the information attached as Exhibit A, the following must be  
3 true: (1) defendant was a person acting under official right; (2)  
4 defendant intended to obtain property to which he knew he was not  
5 entitled; (3) defendant knew that the property would be given in  
6 return for taking or withholding some official action; (4)  
7 commerce or the movement of an article or commodity in commerce  
8 from one state to another would have been affected in some way;  
9 and (5) defendant did something that was a substantial step  
10 toward committing the crime of extortion under color of official  
11 right. Defendant admits that defendant is, in fact, guilty of  
12 the offense described in count one of the information attached as  
13 Exhibit A.

14 5. In order for defendant to be guilty of a violation of  
15 Title 18, United States Code, Section 666(a)(1)(B): Theft or  
16 Bribery Concerning Programs Receiving Federal Funds, as charged  
17 in count two of the information attached as Exhibit A, the  
18 following must be true: (1) defendant was an agent of a state or  
19 local government, or any agency of that government; (2) defendant  
20 solicited, demanded, accepted or agreed to accept anything of  
21 value from another person; (3) defendant did so corruptly with  
22 the intent to be influenced or rewarded in connection with some  
23 business, transaction, or series of transactions of a state or  
24 local government, or any agency of that government; (4) the  
25 business, transaction, or series of transactions involved any  
26 thing of a value of \$5,000 or more; and (5) the state or local  
27 government, in a one year period, received benefits of more than  
28 \$10,000 under any federal program involving a grant or other

1 assistance. Defendant admits that defendant is, in fact, guilty  
2 of the offense described in count two of the information attached  
3 as Exhibit A.

#### 4 PENALTIES AND RESTITUTION

5 6. The statutory maximum sentence that the Court can  
6 impose for a violation of Title 18, United States Code, Section  
7 1951(a), Attempted Extortion Under Color of Official Right, is:  
8 20 years imprisonment; a three-year period of supervised release;  
9 a fine of \$250,000 or twice the gross gain or gross loss  
10 resulting from the offense, whichever is greatest; and a  
11 mandatory special assessment of \$100. The statutory maximum  
12 sentence that the Court can impose for a violation of Title 18,  
13 United States Code, Section 666(a)(1)(B), Theft or Bribery  
14 Concerning Programs Receiving Federal Funds, is: 10 years  
15 imprisonment; a three-year period of supervised release; a fine  
16 of \$250,0000 or twice the gross gain or gross loss resulting from  
17 the offense, whichever is greatest; and a mandatory special  
18 assessment of \$100. Therefore, the total maximum sentence the  
19 Court could impose based upon defendant's guilty pleas is: 30  
20 years imprisonment; a three-year period of supervised release; a  
21 fine of \$500,0000 or twice the gross gain or gross loss resulting  
22 from the offenses, whichever is greatest; and a mandatory special  
23 assessment of \$200.

24 7. Supervised release is a period of time following  
25 imprisonment during which defendant will be subject to various  
26 restrictions and requirements. Defendant understands that if  
27 defendant violates one or more of the conditions of any  
28 supervised release imposed, defendant may be returned to prison

1 for all or part of the term of supervised release, which could  
2 result in defendant serving a total term of imprisonment greater  
3 than the statutory maximum stated above.

4 8. Pursuant to Title 18, United States Code, Section  
5 3663A(a)(3), the parties agree that defendant shall pay  
6 restitution to the Federal Bureau of Investigation ("FBI") in the  
7 amount of \$5,000, which represents the amount of the bribe  
8 payment received by defendant on February 28, 2012. This  
9 paragraph is not intended to limit the amount of any restitution  
10 order that may be entered by the Court at the time of sentencing.

11 9. Defendant understands that, by pleading guilty,  
12 defendant may be giving up valuable government benefits and  
13 valuable civic rights, such as the right to vote, the right to  
14 possess a firearm, the right to hold office, and the right to  
15 serve on a jury. Defendant understands that once the court  
16 accepts defendant's guilty plea, it will be a federal felony for  
17 defendant to possess a firearm or ammunition. Defendant  
18 understands that the conviction in this case may also subject  
19 defendant to various other collateral consequences, including but  
20 not limited to revocation of probation, parole, or supervised  
21 release in another case and suspension or revocation of a  
22 professional license. Defendant understands that unanticipated  
23 collateral consequences will not serve as grounds to withdraw  
24 defendant's guilty plea.

25 10. Defendant understands that, if defendant is not a  
26 United States citizen, the felony conviction in this case may  
27 subject defendant to removal, also known as deportation, which  
28 may, under some circumstances, be mandatory. The court cannot,

1 and defendant's attorney also may not be able to, advise  
2 defendant fully regarding the immigration consequences of the  
3 felony conviction in this case. Defendant understands that by  
4 entering a guilty plea defendant waives any claim that unexpected  
5 immigration consequences may render defendant's guilty plea  
6 invalid.

7 FACTUAL BASIS

8 11. Defendant and the USAO agree to the Statement of  
9 Stipulated Factual Basis attached hereto as Exhibit B. Defendant  
10 and the USAO agree that this Statement of Stipulated Factual  
11 Basis is sufficient to support pleas of guilty to the charges  
12 described in this agreement and to establish any agreed upon  
13 Sentencing Guidelines factors, but is not meant to be a complete  
14 recitation of all facts relevant to the underlying criminal  
15 conduct or all facts known to either party that relate to that  
16 conduct.

17 SENTENCING FACTORS

18 12. Defendant understands that in determining defendant's  
19 sentence the Court is required to consider the factors set forth  
20 in 18 U.S.C. § 3553(a)(1)-(7), including the kinds of sentence  
21 and sentencing range established under the Sentencing Guidelines.  
22 Defendant understands that the Sentencing Guidelines are advisory  
23 only, that defendant cannot have any expectation of receiving a  
24 sentence within the Sentencing Guidelines range, and that after  
25 considering the Sentencing Guidelines and the other § 3553(a)  
26 factors, the Court will be free to exercise its discretion to  
27 impose any sentence it finds appropriate up to the maximum set by  
28 statute for the crimes of conviction.



1 13. Defendant and the USAO agree to the following  
2 applicable Sentencing Guidelines factors:

3 Base Offense Level : 14 [U.S.S.G. § 2C1.1(a)(1)]

4 Specific Offense  
5 Characteristics

6 More than One Bribe  
Or Extortion : + 2 [U.S.S.G. § 2C1.1(b)(1)]

7 Elected Official/  
8 Official in High  
Level or Sensitive  
Position : + 4 [U.S.S.G. § 2C1.1(b)(3)]

9  
10 Defendant and the USAO reserve the right to argue that additional  
11 specific offense characteristics, adjustments, and departures  
12 under the Sentencing Guidelines are appropriate.

13 14. Defendant understands that there is no agreement as to  
14 defendant's criminal history or criminal history category.

15 15. Defendant and the USAO reserve the right to argue for a  
16 sentence outside the sentencing range established by the  
17 Sentencing Guidelines based on the factors set forth in 18 U.S.C.  
18 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

19 WAIVER OF CONSTITUTIONAL RIGHTS

20 16. Defendant understands that by pleading guilty,  
21 defendant gives up the following rights:

22 a) The right to persist in a plea of not guilty.

23 b) The right to a speedy and public trial by jury.

24 c) The right to the assistance of an attorney at trial,  
25 including the right to have the Court appoint an attorney to  
26 represent defendant at trial. Defendant understands, however,  
27 that, despite defendant's guilty pleas, defendant retains the  
28 right to be represented by an attorney -- and, if necessary, to

1 have the Court appoint an attorney if defendant cannot afford one  
2 -- at every other stage of the proceeding.

3 d) The right to be presumed innocent and to have the  
4 burden of proof placed on the government to prove defendant  
5 guilty beyond a reasonable doubt.

6 e) The right to confront and cross-examine witnesses  
7 against defendant.

8 f) The right to testify on defendant's own behalf and  
9 present evidence in opposition to the charges, including calling  
10 witnesses and subpoenaing those witnesses to testify.

11 g) The right not to be compelled to testify, and, if  
12 defendant chose not to testify or present evidence, to have that  
13 choice not be used against defendant.

14 h) Any and all rights to pursue any affirmative  
15 defenses, Fourth Amendment or Fifth Amendment claims, and other  
16 pretrial motions that have been filed or could be filed.

17 WAIVER OF DNA TESTING

18 17. Defendant has been advised that the government has in  
19 its possession the following items of physical evidence that  
20 could be subjected to DNA testing:

21 Approximately eight (8) boxes obtained from the Cudahy  
22 City Clerk and containing various items of physical  
23 evidence related to the March 2007 and March 2009 City  
24 Council elections in the City of Cudahy, California,  
25 including, but not limited to, ballots, ballot folios,  
26 ballot envelopes, voting receipts, absentee ballot  
27 requests, and reports concerning absentee ballots  
28 requested and cast.

1 Defendant understands that the government has submitted or is in  
2 the process of submitting several items for DNA testing, but does  
3 not intend to conduct any further DNA testing of those items or  
4 any other items in connection with the government's investigation  
5 of defendant. Defendant understands: (a) before entering guilty  
6 pleas pursuant to this agreement, defendant could request DNA  
7 testing of evidence in this case; and (b) with respect to the  
8 offenses to which defendant is pleading guilty pursuant to this  
9 agreement, defendant would have the right to request DNA testing  
10 of evidence after conviction under the conditions specified in 18  
11 U.S.C. § 3600. Knowing and understanding defendant's right to  
12 request DNA testing, defendant voluntarily gives up that right  
13 with respect to both the specific items listed above and any  
14 other items of evidence there may be in this case that might be  
15 subject to DNA testing. Defendant understands that by giving up  
16 this right: (a) defendant is giving up any ability to request DNA  
17 testing of evidence in this case in the current proceeding, in  
18 any proceeding after conviction under 18 U.S.C. § 3600, and in  
19 any other proceeding of any type; and (b) defendant will never  
20 have another opportunity to have the evidence in this case,  
21 whether or not listed above, submitted for DNA testing, and will  
22 never have an opportunity to employ the results of DNA testing to  
23 support a claim that defendant is innocent of the offenses to  
24 which defendant is pleading guilty.

25 WAIVER OF APPEAL OF CONVICTION

26 18. Defendant understands that, with the exception of an  
27 appeal based on a claim that defendant's guilty pleas were  
28 involuntary, by pleading guilty defendant is waiving and giving

1 up any right to appeal defendant's convictions on the offenses to  
2 which defendant is pleading guilty.

3 MUTUAL WAIVER OF APPEAL OF SENTENCE

4 19. Defendant agrees that, provided the Court imposes a  
5 sentence within the statutory maximum specified above, defendant  
6 waives and gives up the right to appeal all of the following: (a)  
7 the procedures and calculations used to determine and impose any  
8 portion of the sentence, and the manner in which any portion of  
9 the sentence was calculated; (b) the term of imprisonment imposed  
10 by the Court; (c) the fine imposed by the Court, and the manner  
11 in which the fine was determined, provided the fine is within the  
12 statutory maximum; (d) the amount and terms of any restitution  
13 order imposed by the Court; (e) the term of any probation or  
14 supervised release imposed by the Court; and (f) any condition of  
15 probation or supervised release imposed by the Court.

16 20. The USAO agrees that, provided all portions of the  
17 sentence are at or below the statutory maximum specified above,  
18 the USAO gives up its right to appeal any portion of the  
19 sentence.

20 RESULT OF APPEAL OF SENTENCE

21 21. Defendant agrees that, if, despite the mutual waivers  
22 of appeals described in paragraphs 19 and 20, defendant appeals  
23 his sentence on any ground other than that the sentence was not  
24 within the statutory maximum prescribed for defendant's offenses  
25 of convictions, that will constitute a material breach, by  
26 defendant, of this plea agreement. The USAO's remedies available  
27 for such a breach shall be as set forth in paragraph 25, below.

28 //

RESULT OF WITHDRAWAL OF GUILTY PLEA

22. Defendant agrees that if, after entering guilty pleas pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty pleas on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement and any amendments or supplements thereto; (b) in any investigation, criminal prosecution, or civil, administrative, or regulatory action, defendant agrees that any statements made by defendant, whether or not made under oath or in Court, and any evidence derived from any such statements shall be admissible against defendant, and defendant will not assert, and hereby waives and gives up any claim under the United States Constitution, any statute, any federal rule, or any agreement between the parties, that any such statement or any evidence should be suppressed or is inadmissible; and (c) should the USAO choose to pursue any charge, or any civil, administrative, or regulatory action that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

//

1                   RESULT OF VACATUR, REVERSAL OR SET-ASIDE

2           23. Defendant agrees that if any count of conviction is  
3 vacated, reversed, or set aside, or any sentencing factor or  
4 enhancement imposed by the Court to which the parties stipulated  
5 in this agreement is vacated or set aside, the USAO may: (a) ask  
6 the Court to resentence defendant on any remaining count of  
7 conviction, with both the USAO and defendant being released from  
8 any stipulations regarding sentencing contained in this  
9 agreement, (b) ask the Court to void the entire plea agreement  
10 and vacate defendant's guilty plea on any remaining count of  
11 conviction, with both the USAO and defendant being released from  
12 all their obligations under this agreement, or (c) leave  
13 defendant's remaining conviction, sentence, and plea agreement  
14 intact. Defendant agrees that the choice among these three  
15 options rests in the exclusive discretion of the USAO.

16                   EFFECTIVE DATE OF AGREEMENT

17           24. This agreement is effective upon signature and  
18 execution of all required certifications by defendant,  
19 defendant's counsel, and an Assistant United States Attorney.

20                   BREACH OF AGREEMENT

21           25. Defendant agrees that if defendant, at any time after  
22 the signature of this agreement and execution of all required  
23 certifications by defendant, defendant's counsel, and an  
24 Assistant United States Attorney, knowingly violates or fails to  
25 perform any of defendant's obligations under this agreement ("a  
26 breach"), the USAO may declare this agreement breached. All of  
27 defendant's obligations are material, a single breach of this  
28 agreement is sufficient for the USAO to declare a breach, and

1 defendant shall not be deemed to have cured a breach without the  
2 express agreement of the USAO in writing. If the USAO declares  
3 this agreement breached, and the Court finds such a breach to  
4 have occurred, then:

5 (a) If defendant has previously entered guilty pleas  
6 pursuant to this agreement, defendant will not be able to  
7 withdraw the guilty pleas.

8 (b) The USAO will be relieved of all its obligations  
9 under this agreement; in particular, the USAO: (i) will no longer  
10 be bound by any agreements concerning sentencing and will be free  
11 to seek any sentence up to the statutory maximum for the crime to  
12 which defendant has pleaded guilty; (ii) will no longer be bound  
13 by any agreements regarding criminal prosecution, and will be  
14 free to criminally prosecute defendant for any crime, including  
15 charges that the USAO would otherwise have been obligated not to  
16 criminally prosecute pursuant to this agreement; and (iii) will  
17 no longer be bound by any agreement between the parties and will  
18 be free to use any statement made by defendant in any way in any  
19 investigation, criminal prosecution, or civil, administrative, or  
20 regulatory action.

21 c) The USAO will be free to criminally prosecute  
22 defendant for false statement, obstruction of justice, and  
23 perjury based on any knowingly false or misleading statement by  
24 defendant.

25 d) In any investigation, criminal prosecution, or  
26 civil, administrative, or regulatory action: (i) defendant will  
27 not assert, and hereby waives and gives up, any claim that any  
28 statement made by him was obtained in violation of the Fifth

1 Amendment privilege against compelled self-incrimination; and  
2 (ii) defendant agrees that any such statement, as well as any  
3 evidence derived from any such statement, shall be admissible  
4 against defendant, and defendant will not assert, and hereby  
5 waives and gives up, any claim under the United States  
6 Constitution, any statute, Rule 410 of the Federal Rules of  
7 Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure,  
8 or any other federal rule, that any statement made by defendant,  
9 or any evidence derived from any such statement should be  
10 suppressed or is inadmissible.

11 26. Following the Court's finding of a knowing breach of  
12 this agreement by defendant, should the USAO choose to pursue any  
13 charge, or any civil, administrative, or regulatory action that  
14 was not filed as a result of this agreement, then:

15 a) Defendant agrees that any applicable statute of  
16 limitations is tolled between the date of defendant's signing of  
17 this agreement and the filing commencing any such action.

18 b) Defendant waives and gives up all defenses based on  
19 the statute of limitations, any claim of pre-indictment delay, or  
20 any speedy trial claim with respect to any such action, except to  
21 the extent that such defenses existed as of the date of  
22 defendant's signing this agreement.

23 COURT AND PROBATION OFFICE NOT PARTIES

24 27. Defendant understands that the Court and the United  
25 States Probation Office are not parties to this agreement and  
26 need not accept any of the USAO's sentencing recommendations or  
27 the parties' agreements to facts or sentencing factors.

28 28. Defendant understands that both defendant and the USAO



1 are free to: (a) supplement the facts by supplying relevant  
2 information to the United States Probation Office and the Court,  
3 (b) correct any and all factual misstatements relating to the  
4 Court's Sentencing Guidelines calculations, and (c) argue on  
5 appeal and collateral review that the Court's Sentencing  
6 Guidelines calculations are not error, although each party agrees  
7 to maintain its view that the calculations in paragraph 13 are  
8 consistent with the facts of this case. While this paragraph  
9 permits both the USAO and defendant to submit full and complete  
10 factual information to the United States Probation Office and the  
11 Court, even if that factual information may be viewed as  
12 inconsistent with the facts agreed to in this agreement, this  
13 paragraph does not affect defendant's and the USAO's obligations  
14 not to contest the facts agreed to in this agreement.

15 29. Defendant understands that even if the Court ignores  
16 any sentencing recommendation, finds facts or reaches conclusions  
17 different from those agreed to, and/or imposes any sentence up to  
18 the maximum established by statute, defendant cannot, for that  
19 reason, withdraw defendant's guilty pleas, and defendant will  
20 remain bound to fulfill all defendant's obligations under this  
21 agreement. Defendant understands that no one -- not the  
22 prosecutor, defendant's attorney, or the Court -- can make a  
23 binding prediction or promise regarding the sentence defendant  
24 will receive, except that it will be within the statutory  
25 maximum.

26 NO ADDITIONAL AGREEMENTS

27 30. Defendant understands that, except as set forth herein,  
28 there are no promises, understandings, or agreements between the

1 USAO and defendant or defendant's attorney, and that no  
2 additional promise, understanding, or agreement may be entered  
3 into unless in a writing signed by all parties or on the record  
4 in court.


5 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

6 31. The parties agree that this agreement will be  
7 considered part of the record of defendant's guilty plea hearing  
8 as if the entire agreement had been read into the record of the  
9 proceeding.


10 AGREED AND ACCEPTED

11 UNITED STATES ATTORNEY'S OFFICE  
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

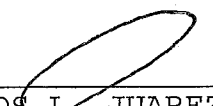
13 ANDRÉ BIROTTE JR.  
14 United States Attorney

15   
16 JOSEPH N. AKROTIRIANAKIS  
Assistant United States Attorney

July 11, 2012  
Date

17  
18  
19   
20 ANGEL PERALES  
Defendant

7/11/12  
Date

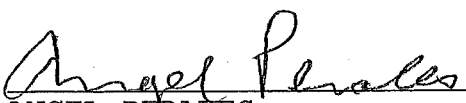
21  
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23   
24 CARLOS L. JUAREZ  
Attorney for Defendant  
25 ANGEL PERALES

7-17-12  
Date

26 CERTIFICATION OF DEFENDANT

27 I was educated in the United States, I am fluent in the  
28 English language, and it is the language that I understand best.

1 I have read this agreement in its entirety. I have had enough  
2 time to review and consider this agreement, and I have carefully  
3 and thoroughly discussed every part of it with my attorney. I  
4 understand the terms of this agreement, and I voluntarily agree  
5 to those terms. I have discussed the evidence with my attorney,  
6 and my attorney has advised me of my rights, of possible pretrial  
7 motions that might be filed, of possible defenses that might be  
8 asserted either prior to or at trial, of the sentencing factors  
9 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing  
10 Guidelines provisions, and of the consequences of entering into  
11 this agreement. No promises, inducements, or representations of  
12 any kind have been made to me other than those contained in this  
13 agreement. No one has threatened or forced me in any way to  
14 enter into this agreement. I am satisfied with the  
15 representation of my attorney in this matter, and I am pleading  
16 guilty because I am guilty of the charges and wish to take  
17 advantage of the promises set forth in this agreement, and not  
18 for any other reason.


19  
20   
21 ANGEL PERALES  
Defendant

7/11/12  
Date

22 CERTIFICATION OF DEFENDANT'S ATTORNEY

23 I am Angel Perales' attorney. I have carefully and  
24 thoroughly discussed every part of this agreement with my client.  
25 Further, I have fully advised my client of his rights, of  
26 possible pretrial motions that might be filed, of possible  
27 defenses that might be asserted either prior to or at trial, of  
28 the sentencing factors set forth in 18 U.S.C. § 3553(a), of

1 relevant Sentencing Guidelines provisions, and of the  
2 consequences of entering into this agreement. To my knowledge:  
3 no promises, inducements, or representations of any kind have  
4 been made to my client other than those contained in this  
5 agreement; no one has threatened or forced my client in any way  
6 to enter into this agreement; my client's decision to enter into  
7 this agreement is an informed and voluntary one; and the factual  
8 basis set forth in this agreement is sufficient to support my  
9 client's entry of guilty pleas pursuant to this agreement.

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12 CARLOS L. JUAREZ  
13 Attorney for Defendant  
14 ANGEL PERALES  
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7-11-12  
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8 UNITED STATES DISTRICT COURT  
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
10

11 UNITED STATES OF AMERICA, ) No. CR 12-  
12 )  
12 Plaintiff, ) I N F O R M A T I O N  
13 )  
13 v. ) [18 U.S.C. § 1951(a): Attempted  
14 ) Interference with Commerce by  
14 ANGEL PERALES, ) Extortion under Color of Official  
15 ) Right; 18 U.S.C. § 666(a)(1)(B):  
15 Defendant. ) Bribery Concerning Programs  
16 ) Receiving Federal Funds]  
16 \_\_\_\_\_)

17 The United States Attorney charges:

18 COUNT ONE

19 [18 U.S.C. § 1951(a)]

20 1. At all times relevant to this Information:

21 a. The City of Cudahy, California, was located within Los  
22 Angeles County and the Central District of California.

23 b. The City of Cudahy had a moratorium on the permitting  
24 of marijuana dispensaries.

25 c. The City of Cudahy Community Services Department, Code  
26 Enforcement Division enforced the City's public health and safety  
27 regulations, including housing, zoning, health, environmental, public  
28 nuisance, and other safety codes designed to maintain a healthy, safe

**EXHIBIT**

A

1 and clean environment, carry out land use policy, and preserve the  
2 quality of life standards enjoyed by Cudahy residents and businesses.

3 d. Defendant ANGEL PERALES ("PERALES") was the head of the  
4 Cudahy Community Services Department, Code Enforcement Division.  
5 Defendant PERALES was also the head of the Cudahy Parks and Recreation  
6 Department.

7 e. Confidential Witness One ("CW1") operated a marijuana  
8 dispensary in Santa Fe Springs, California.

9 2. On or about February 28, 2012, in Los Angeles County, within  
10 the Central District of California, and elsewhere, defendant PERALES  
11 knowingly obstructed, delayed, and affected commerce and the movement  
12 of articles and commodities in commerce, and attempted to do so, by  
13 extortion, as those terms are defined in Title 18, United States Code,  
14 Section 1951, that is, defendant PERALES obtained personal property to  
15 which he was not entitled and that was not due his office, namely, a  
16 cash payment in the amount of \$5,000, from CW1, with CW1's consent,  
17 induced under color of official right.

COUNT TWO

[18 U.S.C. § 666(a)(1)(B)]

3. The United States Attorney repeats and re-alleges paragraph 1 of this Information as though fully set forth herein.

4. The City of Cudahy was a local government that received federal assistance in excess of \$10,000, in the form of American Recovery and Reinvestment Act of 2009 ("ARRA") highway infrastructure investment grant funds, during the one-year period beginning July 1, 2011, and ending June 30, 2012.

5. Beginning on a date unknown and continuing until on or about May 30, 2012, in Los Angeles County, within the Central District of California, and elsewhere, defendant PERALES corruptly solicited, demanded, accepted, and agreed to accept things of value from a person, namely, cash payments, intending to be influenced and rewarded in connection with the business, a transaction, and a series of transactions of the City of Cudahy involving a thing of value of \$5,000 or more.

ANDRÉ BIROTTE JR.  
United States Attorney

ROBERT E. DUGDALE  
Assistant United States Attorney  
Chief, Criminal Division

LAWRENCE S. MIDDLETON  
Assistant United States Attorney  
Chief, Public Corruption & Civil Rights  
Section

JOSEPH N. AKROTIRIANAKIS  
Assistant United States Attorney  
Public Corruption & Civil Rights Section

## STATEMENT OF STIPULATED FACTUAL BASIS

### Relevant Background Facts

1. The City of Cudahy, California, incorporated in 1960, is located to the Southeast of Downtown Los Angeles. The City of Cudahy uses the "Council-Manager" form of government. The City is governed by a city council of five members, who are elected at large by registered voters of the City. The offices of Mayor and Vice Mayor are elected from within the Cudahy City Council to serve for one-year terms. The Cudahy City Council adopts legislation, sets policy and adjudicates issues within the City. A City Manager, hired by the City Council, implements law and policy as the administering head of the government.

2. The City of Cudahy has a Community Services Department that includes a Code Enforcement Division. The Code Enforcement Division of the Cudahy Community Services Department enforces public health and safety regulations including housing, zoning, health, environmental, public nuisance, and other safety codes that are designed to maintain a healthy, safe and clean environment, carry out land use policy, and preserve the quality of life standards enjoyed by Cudahy residents and businesses.

3. Until June 2012, defendant Angel Perales ("defendant") was the head of the Cudahy Community Services Department Code Enforcement Division. Defendant was also the head of the Cudahy Parks and Recreation Department. Defendant also served as the



acting City Manager from approximately April 2011 until the hiring of the current Cudahy City Manager, in or about September 2011. In all, defendant was employed by the City of Cudahy from September 1999 until June 2012.

Facts Relevant to Federal Jurisdiction under 18 U.S.C. § 666

4. On June 24, 2009, the City of Cudahy received a \$663,000 highway infrastructure investment grant pursuant to the American Recovery and Reinvestment Act of 2009 for a project to improve Live Oak Street. The final disbursement of the \$663,000 in ARRA funds to the City of Cudahy was a \$156,219.74 disbursement paid August 2, 2011.

Facts Relevant to Federal Jurisdiction under 18 U.S.C. § 1951

5. In late 2011 and early 2012, a Federal Bureau of Investigation confidential informant ("CI") was operating a marijuana dispensary business in a small city in southeast Los Angeles County. The CI's marijuana dispensary business engaged in interstate commerce in a number of ways, including by purchasing computers, cellular telephones, security equipment, and other electronic devices that had been imported to the United States, or contained components that had been imported to the United States. The operating costs the CI's marijuana dispensary business also included the purchase of any number of office products that had been shipped or transported in interstate commerce.

6. On several occasions in 2012, the CI discussed with defendant and others either relocating his existing marijuana dispensary business to Cudahy or opening an additional marijuana dispensary in Cudahy, and making monetary payments to defendant and others in exchange for being granted permission to operate a marijuana dispensary business in Cudahy. As an example, during a February 10, 2012, conversation with defendant, the CI informed defendant that he needed to know how much defendant and defendant's co-schemers Osvaldo Conde ("Conde") and David Silva ("Silva") wanted to be paid to permit the CI to operate a marijuana dispensary in Cudahy. The CI explained that the purpose of his request was so that he could include the amount in the operating budget of the marijuana dispensary. During a January 27, 2012, meeting between the CI and Conde, Silva, and defendant, Conde told the CI that he could not provide the CI with a specific amount and invited the CI to instead offer a percentage of the marijuana dispensary's profits.

#### Facts Relevant to Defendant's Receipt of Cash Payments

7. On January 18, 2012, defendant met the CI at the Antigua Latin Bistro in Montebello, California, for dinner. Cudahy's then-City Prosecutor Edgar Coronado was present for most of the dinner meeting. During the conversation, defendant informed the CI that Conde wanted to limit to one or two the number of marijuana dispensaries permitted to operate in Cudahy.

Defendant informed the CI that permission to open a marijuana dispensary in Cudahy would be given to people defendant recommended to the City Council. Defendant then informed the CI that to "make sure" the CI would be permitted to open a marijuana dispensary in Cudahy, he should offer bribes of between \$5,000 and \$10,000 to Cudahy city officials.

8. During a telephone call on January 27, 2012, defendant told the CI that Conde and Silva were not "your typical . . . council people," and that they "dealt with . . . people that throw money down." Defendant also informed the CI that he should expect to make multiple bribe payments and that the CI's payments should be in the form of cash, and not checks. Finally, defendant informed the CI that Conde and Silva were the Cudahy City Council members who "have the votes" and "control everything" in Cudahy.

9. On January 27, 2012, the CI met with Conde, Silva, and defendant at the Dal Rae restaurant in Pico Rivera, California. The meeting had been arranged by defendant. During the January 27, 2012, lunch meeting, Conde, Silva, defendant, and the CI discussed the CI's desire to open a marijuana dispensary in Cudahy. Defendant told Conde and Silva that the CI wanted "open up something . . . in Cudahy," and that the CI would do "whatever it takes" to open his business. The CI stated that he understood that there may be "certain procedures that the city requires,"

and that he was "willing to comply with them, and also, . . . to do whatever's possible to have [his] business" in Cudahy.

10. Conde informed the CI that others were also interested in opening a marijuana dispensary in Cudahy and that he, defendant, and Silva were "going to . . . hear some of them out" and "decide." Defendant asked Conde to give the CI the "bottom line," after which the CI asked Conde to "cut to the chase" and tell the CI what it was "going to take," for the CI to be "one of the two" dispensaries the City Council would permit to operate in Cudahy. Conde stated that they needed to "hear the various proposals" from different people who wanted to open a marijuana dispensary in Cudahy.

11. Later during the January 27, 2012, lunch meeting, Silva asked the CI whether the CI wanted to open a marijuana dispensary soon, and Conde told the CI that "time is money," and that he understood that the CI was "willing to cooperate, to help to . . . move something along," but that he could not "give [the CI] a number." Conde did, however, invite the CI to make an offer and suggested that the CI may want to offer a percentage of the profits of the marijuana dispensary. During the same meeting, Conde also told the CI that it would be "fundamental" for the CI to "walk in through the right door," and that he and Silva were "the leaders" of the Cudahy City Council, and that they "were the ones who are moving things along."

12. On the afternoon of February 28, 2012, Conde, Silva, and defendant met the CI at the El Potrero nightclub in Cudahy, California. During the meeting, Conde and Silva accepted envelopes, each of which contained \$5,000, from the CI. Prior to handing over the envelopes, the CI told Conde and Silva that he wanted them "to guarantee [him] . . . that [they intended] to help [him] get [his] license" to operate a marijuana dispensary in Cudahy. Defendant then told the CI that he would "be on top" of the list of people who desired to operate a marijuana dispensary in Cudahy. The CI then provided the envelopes to Conde and Silva, and thanked them for taking the time out of their schedules to meet with him.

13. Defendant walked the CI out of the El Potrero nightclub, leaving Conde and Silva within. Outside the nightclub, the CI provided defendant a third envelope containing \$5,000 and stated, "Here's your envelope."

#### Facts Concerning Other Corruption in Cudahy

14. Defendant began his employment with the City of Cudahy in or about September 1999, as a municipal officer. After approximately three years as a municipal officer, defendant became a code enforcement officer. In 2005 or 2006, defendant suffered a medical condition that required his absence from work for an extended period. Following his return to work, defendant worked in an administrative capacity providing assistance to a

then-Cudahy city official, G.P. Among other things, defendant ran errands for G.P. and chauffeured G.P.

15. Defendant occasionally abused narcotic pain medication and other prescription drugs with G.P. Beginning in approximately 2009, G.P. regularly instructed defendant and other city employees illegally to procure prescription narcotic pain medications for use at Cudahy City Hall. Defendant followed these instructions and procured narcotics and other prescription drugs for G.P. G.P. would occasionally provide such drugs to defendant and other city employees.

16. A.B. is a developer who has had several development projects in Cudahy. In or about 2006, defendant drove to pick up a bribe for G.P. from A.B. Defendant received the bribe payment -- a shoe box containing several thousand dollars -- from A.B.'s brother-in-law, who operates a business in Cudahy. Defendant then picked up G.P. and around while G.P. counted out the money that was in the shoe box. G.P. gave defendant \$3,000 of the money contained in the shoe box.

17. In late 2011 or early 2012, after the City of Cudahy had terminated its relationship with G.P., A.B. met with defendant, Conde, and Silva at the Dal Rae restaurant in Pico Rivera, California. A.B. took defendant into the bathroom and gave defendant approximately \$3,000 cash to distribute to Conde and Silva. Later, defendant divided the money in thirds and

distributed it to Conde and Silva. A.B. provided approximately \$3,000 in cash to defendant on another occasion, in or about April 2012. Defendant again divided the money in thirds and distributed it to Conde and defendant. These payments were made in connection with a residential development project A.B. had in Cudahy.

18. S.T. has, for years, owned or operated one or more businesses in Cudahy. On approximately eight occasions between 2009 and March 2011, defendant chauffeured G.P. to a Denny's on Sunset Blvd., in the Hollywood area of Los Angeles, California. Defendant understood that the purpose of the trips was for G.P. to meet with S.T. and obtain bribery payments from him.

19. Until approximately the end of March 2011, D.T. provided professional services to the City of Cudahy on a contract basis. After the City of Cudahy terminated its relationship with D.T., a Cudahy city official recommended that the City of Cudahy contract with H.C. to provide the services previously provided by D.T. In or about the Spring of 2011, defendant and Conde met H.C. at the Commerce Casino in Commerce, California. In defendant's presence, Conde informed H.C. that H.C. would be given a contract with the City of Cudahy. The City of Cudahy subsequently put out a request for proposals. H.C. submitted a proposal, and the contract was awarded to H.C., although H.C. was not the lowest responsible bidder.

20. Defendant was acting City Manager, at the time H.C. began submitting invoices to the City of Cudahy. Defendant questioned one of H.C.'s invoices. Conde instructed defendant to approve payment of the invoice and informed defendant that he (Conde) expected to receive a kickback, in the amount of \$6,000, based on the City of Cudahy's payment of that invoice. Defendant approved the invoice, signed the check issued in payment of the invoice, and provided the check to Conde the same afternoon. Conde stated he would deliver the check and accompany Castillo to the bank. Mid-morning the next day, Conde provided defendant \$2,000 in cash. Thereafter, Conde would request that defendant provide any check payable to H.C. directly to Conde so Conde could deliver the check to H.C.

21. The City of Cudahy held City Council elections in March 2007 and March 2009. Prior to March 2007, G.P. asked defendant and others to have non-residents registered to vote in Cudahy for the purpose of voting in the March 2007 Cudahy City Council election. Defendant had several family members register to vote in Cudahy. The supposed residence of these family members was the residence of M.B., another city employee. G.P. rewarded M.B. and city employees who solicited others to register to vote in Cudahy with promotions or other favorable treatment.

22. Absentee ballots cast by mail in the 2007 Cudahy City Council election would arrive at Cudahy City Hall through the



United States Postal Service ("USPS"). A city employee would pick up the absentee ballots, along with all of the City Hall mail, from the United States Post Office a few blocks from Cudahy City Hall, and transport them to City Hall in USPS mail tubs. At G.P.'s direction, defendant and G.P. determined, by trial and error, the best way to open the mailed absentee ballots without defacing the envelopes. After determining a best practice for opening envelopes containing absentee ballots, G.P., defendant, and other city officials routinely and systematically opened the absentee ballots cast in the 2007 City Council election by mail. Ballots cast in favor of the incumbent candidates were resealed and returned to the mail to be counted. Ballots for non-incumbent candidates were discarded. G.P., defendant, and other city officials undertook the same process with regard to the 2009 Cudahy City Council election.

23. In 2012, defendant and others, including Conde and M.P., were partners in a "massage parlor" located in Cudahy. The partners conspired to bribe Silva and other Cudahy city officials in order to be permitted to operate the "massage parlor," which in fact offered illicit sexual services to customers.

24. This "massage parlor" was the reestablishment, at a new location, of another "massage parlor" that had previously operated in Cudahy for several years. Defendant was not involved in the ownership or operation of the "massage parlor" prior to

its reestablishment. On at least one occasion, however, a Maywood Police Department officer tipped defendant to the timing of a police raid at the former massage parlor. Defendant then warned a Cudahy City official known to patronize the "massage parlor" so that the city official would not be present at the time of the raid.

CERTIFICATE OF SERVICE

I, **ALEX SILVERIO**, declare:

That I am a citizen of the United States and resident or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, United States Courthouse, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of eighteen years, and am not a party to the above-entitled action;

That I am employed by the United States Attorney for the Central District of California who is a member of the Bar of the United States District Court for the Central District of California, at whose direction I served a copy of:

**PLEA AGREEMENT FOR DEFENDANT ANGEL PERALES**

☐ Placed in a closed envelope, for collection and interoffice delivery addressed as follows:

☒ Placed in a sealed envelope for collection and mailing via United States Mail, addressed as follows:

☐ By hand delivery

☐ By facsimile as follows:

addressed as follows:

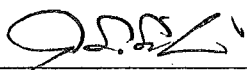
☐ By messenger as follows:

☐ By federal express as follows:

MR. CARLOS L. JUAREZ, ESQ.  
LAW OFFICES OF JUAREZ & VEGA  
306 W. 2<sup>ND</sup> STREET SUITE 300  
SAN BERNARDINO, CA 92401

This Certificate is executed on July 11, 2012, at Los Angeles, California.

I certify under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
ALEX SILVERIO